

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF PUERTO RICO

IN RE:  
ANA T FIGUEROA ROMAN

Alejandro Oliveras-Rivera,  
Standing Chapter 13 Trustee  
for the estate of  
ANA T FIGUEROA ROMAN

PLAINTIFF

Vs.

Nomar Andre Torres Laboy  
Ana T. Figueroa Roman  
Co-defendant John Doe  
Co-defendant Jane Doe  
Co-defendant ABC Insurance  
Company

DEFENDANTS

CASE NO. 19-03969 EAG

CHAPTER 13

ADVERSARY NO. 21-00047

AVOIDANCE OF FRAUDULENT  
TRANSFER UNDER SECTION 548

MOTION TO SUPPLEMENT COMPLAINT WITH TRANSLATED DOCUMENTS

TO THE HONORABLE COURT:

COMES NOW, Plaintiff, by and through the undersigned attorney  
and very respectfully, **ALLEGES, STATES** and **PRAYS** as follows:

JURISDICTION AND VENUE

1. On April 29, 2021 Plaintiff filed the complaint  
pertaining to the instant adversary. (Docket 1)

2. Within the allegations of the complaint, particularly at  
paragraph seventeen (17), Plaintiff-Trustee alleged that the  
debtor Ana T. Figueroa Roman had provided a copy of the sales deed

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number (1) dated January 16, 2018 subscribed before notary Reymerik Aponte Lopez, as evidence of a sales transaction that occurred between Debtor Ana T. Figueroa Roman and defendant Nomar A. Torres Laboy. The document was attached to the complaint in the Spanish language as **Exhibit 1**. Plaintiff-Trustee had anticipated that an English translation would be provided once obtained.

3. Moreover, at paragraph twenty two (22) Plaintiff-Trustee alleged that Debtor Ana T. Figueroa Roman had provided Plaintiff-Trustee with a title study that shows that the real property transferred, appears at the Puerto Rico Property Registry in the municipality of Caguas as "Plot 24314, recorded at page 115, volume 450 de Caguas, Caguas Registry, Section I". The document was attached to the complaint in the Spanish language as **Exhibit 3**. Plaintiff-Trustee had anticipated that an English translation would be provided once obtained.

4. Furthermore, at paragraph forty-seven (47) of the complaint, Plaintiff-Trustee had requested leave from this Honorable Court to submit the aforementioned documents, namely the "Sales Deed" and the "Title Study" in the Spanish language until certified English translations be obtained, at which time, the complaint would be supplemented.

5. Plaintiff-Trustee hereby informs that he has obtained the corresponding certified translations in the English language

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made reference to in the complaint and attaches herein, the corresponding translation of the sales deed as **Exhibit 1**, as well as the corresponding translation of the title study as **Exhibit 2**.

**WHEREFORE**, Plaintiff-Trustee respectfully requests from this Honorable Court to deem the complaint supplemented as it pertains to **Exhibit 1 (Sales Deed)** and **Exhibit 3 (Title Study)** of the complaint with documents made referenced to and attached herein as **Exhibit 1 (Sales Deed)** in the English language and **Exhibit 2 (Title Study)** in the English language.

**RESPECTFULLY SUBMITTED**, in San Juan, Puerto Rico, this 14<sup>th</sup> day of July, 2021.

**ALEJANDRO OLIVERAS RIVERA**  
**CHAPTER 13 TRUSTEE**  
P.O. Box 9024062  
San Juan, PR 00902-4062  
Tel. 977-3500 Fax 977-3521

By: **/s/Pedro R. Medina Hernandez**  
Pedro R. Medina Hernandez  
Staff Attorney  
USDC-PR # 226614  
pmedina@ch13sju.com

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**Exhibit 1 (Sales Deed) in the English language, supplementing Exhibit 1 (Sales Deed) from the Complaint.**

CERTIFIED TRANSLATION

I issue a First  
certified copy  
in favor of  
buyer, on the  
same day and  
place it was  
executed. I  
the Notary,  
ATTEST.----

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APONTE  
LOPEZ  
ATTORNEY  
NOTARY

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APONTE  
LOPEZ  
ATTORNEY  
NOTARY

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---My protocol of Public Instruments for the year two thousand eighteen (2018) begins today,  
January sixteen (16).-----

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REYMERIK APONTE LOPEZ  
Logo  
ATTORNEY NOTARY

-----DEED NUMBER ONE (1)-----

-----PURCHASE AND SALE-----

---In Caguas, Puerto Rico on January sixteen (16) two thousand eighteen (2018).-----

-----BEFORE ME,-----

-----REYMERIK APONTE LÓPEZ,-----

---attorney and notary public for the Commonwealth of Puerto Rico, with residence and open  
notarial office in Cayey, Puerto Rico.-----

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-----THERE APPEAR-----

---AS PARTY OF THE FIRST PART: **ANA TERESA FIGUEROA ROMÁN**, of legal age,  
single, property owner and a resident of Guaynabo, Puerto Rico, hereinafter known as: “The  
Selling Party or Seller”-----

---AS PARTY OF THE SECOND PART: **NOMAR ANDRE TORRES LABOY**, of legal age,  
single, employee and a resident of Gurabo, Puerto Rico, hereinafter known as: “The Buying Party  
or Buyer”.-----

---I ATTEST personally knowing the party of the first part, by not knowing the party of the second  
part he has been identified by way of a current passport issued by the United States of America,  
number 508428399, and of the personal circumstances mentioned above, who assure me and in  
my judgment they have the necessary legal capacity for the present execution, and in such virtue  
they freely:-----

-----STATE-----

 I, Juan E. Segarra, USCCI #06-067/translator, certify that the foregoing is a true and accurate  
translation, to the best of my abilities, of the document in Spanish which I have seen.

CERTIFIED TRANSLATION

---FIRST: That the appearing party of the first part is owner in fee simple of the following property:-----

---“RUSTIC: Plot D: Real property located at Cañaboncito Ward of the municipal term of Caguas, made up of two acres and thirty thousandths of another, equivalent to seventy-nine areas eighty centiareas and eighteen milliareas, that is, seven thousand nine hundred eighty meters and eighteen square centimeters. Bordering by the North, with lands of Francisco Ayala; by the South, with lot letter “C” plot of the principal plot that will be adjudicated to Francisco Ayala Resto; by the East, along whose borders runs the entire length of the eight-meter wide strip of land, dedicated as an easement established on the principal plot and that makes up part of this plot with Marcos Rojas’ lands; and by the West, with Genaro Báez’ lands.-----


-----Pin number: 250-008-838-32-000.-----

---It appears recorded at Page 115, Volume 450 of Caguas, plot number 24,314 Caguas Registry of the Property, First Section.-----

---SECOND: Seller acquired the real property fee simple for fifty percent (50%) from a purchase made to Antonio Pagán Osorio, single, for the price of nineteen thousand dollars (\$19,000.00; by virtue of deed number Six (6) executed in Caguas on January eleven (11) two thousand one (2001) before Notary Rafael A. Pacheco; recorded at mobile volume 1619 of Caguas, plot #24,314, 8<sup>th</sup> recording. The remaining fifty percent (50%) was acquired by a transfer made by Luis González Rodríguez, with a value of forty six thousand seven hundred forty dollars (\$46,740.00); by virtue of a Judgment regarding Divorce dated September eight (8) two thousand fifteen (2015), Case Number EAC2014-0467, Court of First Instance, Caguas Part; recorded at Karibe System, plot #24,314 of Caguas, ninth (9<sup>th</sup>) recording.-----

---THIRD: Seller states that by its origin, it is free from encumbrances. It benefits from an easement as a dominant landholding on the principal plot from where it proceeds, as servient landholding.-----

---FOURTH: The appearing parties have agreed on the purchase and sale of the real property and they carry it out under the following:-----

 I, Juan E. Segarra, USCCI #06-067/translator, certify that the foregoing is a true and accurate translation, to the best of my abilities, of the document in Spanish which I have seen.

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ATTORNEY  
NOTARY

CERTIFIED TRANSLATION

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-----CLAUSES AND CONDITIONS-----

---One [1]: Seller sells, assigns, and transfers the real property in favor of Buyer, with all of its rights, titles, interest, enclosures, easements, improvements and everything that constitutes and is inherent to it, so that Buyers own and enjoy it, as its sole and legitimate owner.-----

---Two [2]: Seller hereby sells to Buyer the above-described property for the amount of **FIFTEEN THOUSAND DOLLARS (\$15,000.00)**.-----

---Three [3]: Seller recognizes having received the amount of **FIFTEEN THOUSAND DOLLARS (\$15,000.00)** from Buyer in this act, for which reason Seller grants Buyer the most formal and effective letter of payment.-----


---Four [4]: Buyer will immediately take possession of the real property, from the date of this deed and without additional requirements. Seller is obligated before Buyer to warranty of title and right of possession, according to law. Seller states that she assigns, sells and transfer one hundred percent (100%) of the property to Buyer.-----

---Five [5]: Seller will pay the taxes owed on the real property until today; if any, and from today on, it will be Buyer's responsibility.-----

---Six [6]: Buyer understands that within the next thirty (30) days he must comply with a Request for Exoneration and file it at the Municipal Revenue Collection Center (CRIM) in the municipality where the real property is located, according to Law Number Eighty-Three (83) of August thirty (30) nineteen ninety-one (1991), as amended. If the request is not filed, buyer will not have the right to enjoy the exoneration and at the time that buyer sells the real property, the CRIM will collect the taxes owed from the date of this deed.-----

-----Seven [7]: The appearing parties, their successors, assigns of any title, agree to execute and subscribe all types of public and/or private documents that may be necessary and required to clarify, correct, amend or add so that the title transferred herein is recorded at the Registry of the Property, on behalf of Buyer, including any explanatory or rectification act.-----

---Eight [8]: Regarding the system of access control to the Property if any, as well as the maintenance fees with the Association of Residents, if any, BUYER is advised regarding his obligation of notifying the Association of Residents about the fact of this acquisition not later than thirty (30) days following the date of acquisition and its obligation to observe the precepts and the regulation adopted by the association of residents according to the aforementioned.-----

 I, Juan E. Segarra, USCCI #06-067/translator, certify that the foregoing is a true and accurate translation, to the best of my abilities, of the document in Spanish which I have seen.

CERTIFIED TRANSLATION

---Nine [9]: Buyer states that at the request of Seller he has examined and carefully inspected the real property that is the object of this purchase and sale; that he knows the status of the same and that he buys and accepts the real property as is, and that therefore, Seller has no obligation of repairs or any improvements on the same as a condition for the purchase and sale.-----


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-----ACCEPTANCE AND LEGAL ADVICES-----

---The parties are advised, especially Buyer, that if in the residence there enclaves in the site that is the object of this purchase and sale, having been constructed prior to the year nineteen thousand seventy-eight (1978), the Law for the Reduction of Risks Provoked by Lead Base Paint in Residential Dwellings, also known as Residential Lead Base Paint Hazard Act, 42 USC & 4851et seq. Said law imposes on seller and its agent or realtor, if there is one, and prior to the Buyers being committed under a contract, the obligation of: disclosing knowledge regarding the presence of lead base paint or any other known danger in the property associated to it; providing a period of ten (10) days for Buyer to inspect the property to said effect; must provide an informative brochure prepared by the Environmental Protection Agency. It is necessary that an attachment be made to the purchase and sale contract with the parties' signatures confirming compliance with the above stated requisites. Said contract and its attachment must be held for a period of three (3) years by Seller and its agent. Non-compliance with the requisites of this Law exposes Seller to civilly respond for the damages. Knowing the content of the present advice both parties state they agree and continue with the present purchase and sale.-----

-----GENERAL ADVICES-----

---I, the Notary, ATTEST having made the necessary and pertinent legal advices in this case to the appearing parties, and I state that particularly I made the following:-----

--- [A] I have advised the appearing parties, especially Buyer, of his right to examine the Registry of the Property, and to obtain a title search regarding the charges and liens or other land laws on the property that is the object of this purchase and sale; that in this case the authorizing Notary nor the appearing parties have personally examined the Registry, but, a title search was obtained, that was prepared by a title search investigator and that the fact of having obtained said title search was no guarantee of non-existence of liens, because they could have been constituted after the examination at the registry or on the date that the title search would have been made.-----

 I, Juan E. Segarra, USCCI #06-067/translator, certify that the foregoing is a true and accurate translation, to the best of my abilities, of the document in Spanish which I have seen.

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ATTORNEY  
NOTARY



CERTIFIED TRANSLATION

---The referred title search was used to prepare this deed, and the undersigned Notary does not assume responsibility for the correction, exactness and or integrity of said search.-----

---The parties accept the title search that was prepared for this transaction.-----

----The appearing parties relieve the undersigned Notary from all responsibility for errors and/or omissions in the referred title search; and/or for changes in the property or its charges or liens that could occur between the date of the title search and the date when this deed is presented at the Registry for recording.-----

---- [B] I have advised the following:-----

-----The importance of presenting this public deed at the Registry of the Property, indicating, also the cost of the recording, as well as the duty to process the corresponding transfer before the Department of the Treasury and the Center for Municipal Revenue Collection Center [CRIM].----

---The responsibilities and consequences that could result by not presenting this public deed.-----

---The duties and fiscal consequences of this act.-----

---Of the right that the appearing parties have to require the presences of witnesses.-----

---If this property is found to be in a flood zone, Buyers are obligated to comply with the requirements and provisions of the Regulations Regarding Zones Susceptible to Flooding for any construction, use or development.-----

---Of the right to read the present deed by themselves, which they did.-----


---The parties state having understood all legal warnings and their possible legal consequences of everything explained to them.-----

-----READING AND ACCEPTANCE-----

---The parties accept this deed in all of its parts by finding that the same has been written according to their instructions. The parties, after having read the content of this deed, ratify it and confirm the expressions contained herein, and consequently, each one of the appearing parties place their initials on all and each one of the pages and sign the original at the end of this deed, before me, the Notary. All of which, under my signature, seal, stamp and initials, and according to Law, I, the Notary, ATTEST.-----

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REYMERIK APONTE LOPEZ  
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 I, Juan E. Segarra, USCCI #06-067/translator, certify that the foregoing is a true and accurate translation, to the best of my abilities, of the document in Spanish which I have seen.


CERTIFIED TRANSLATION

ATTORNEY NOTARY			
Logo	Stamp	Logo	Stamp
Puerto Rico	5120	Puerto Rico	5115
Department of the Treasury	01/17/2018	Department of the Treasury	01/17/2018
18-A4886121	\$16.00		\$1.00
	Internal Revenue Stamp	Stamp	Internal Revenue Stamp
	00070-2018-0117-41485015	18-A4886124	00070-2018-0117-41485044

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REYMERIK APONTE  
LOPEZ  
ATTORNEY NOTARY

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**Exhibit 2 (Title Study) in the English language, supplementing Exhibit 3 (Title Study) from the Complaint.**

CERTIFIED TRANSLATION

TITLE STUDY

CASE FOR: LAW FIRM GARCIA FRANCO & ASOCIADOS  
REQUESTED BY: ANGELA LOPEZ  
REFERENCE: ANA TERESA FIGUEROA ROMAN  
PLOT NUMBER: 24314, recorded at page 115, volume 450 of Caguas,  
Caguas Registry, Section I.

DESCRIPTION OF THE PROPERTY:

RUSTIC: Parcel D. Real property located at Cañaboncito Ward of the municipal term of Caguas, made up of two acres and thirty thousandths of another, equivalent to seventy-nine areas, eighty centiareas and eighteen milliareas, that is, seven thousand nine hundred eighty meters and eighteen square centimeters. Bordering by the NORTH, with lands of Francisco Ayala; by the SOUTH, with lot letter "C" of the principal plot that will be adjudicated to Francisco Ayala Resto; by the EAST, along whose borders runs the entire length of the eight-meter wide strip of land, dedicated as an easement established on the principal plot and that makes up part of this plot with Marcos Rojas' lands; and by the West, with Genaro Báez' lands.

REGISTRY TRACT:

It is segregated from plot number 3970, recorded at page 177, volume 107 of Caguas.

OWNERSHIP:

The plot is recorded in favor of ANA TERESA FIGUEROA ROMAN, who acquires it in the following manner:

A part of this plot, while married to Luis González Rodríguez by way of a purchase from Antonio Pagán Osorio, for the sum of \$19,000.00, as it appears from deed #6, executed in Caguas, on January 11, 2001, before Notary Rafael A. Pacheco, recorded at page 1, volume 1619 of Caguas, plot #24314, 8<sup>th</sup> recording.

The rest of the plot, by way of Liquidation of Community Property made with Luis González Rodríguez (civil status not stated), with a value of \$46,740.00, according to Judgment dated September 8, 2015, before the Court of First Instance, Caguas Superior Part, in civil case number EAC 2014-0467, recorded at Karibe Volume of Caguas, plot #24314, 9<sup>th</sup> recording.

EASEMENTS:

- I. Affects by its origin:  
Servant right of way in benefit of this plot and 3 more plots
- II. Affects by its origin:  
Mortgage free

ENCUMBRANCES: Real and perpetual passage of 8.00 meters wide the length of the East border, of this plot in benefit of the plot of this number as dominant land and the principal plot from which it proceeds, as it appears from deed #319, executed in Caguas, on November 6, 1963, before notary Juan Calzada González, recorded at page 115, volume 450 of Caguas, plot #24314, 1<sup>st</sup> recording.

LOG BOOK: AT ENTRY 2018-004357-CA01, presented on January 18, 2018, deed #1, executed in Caguas, on January 16, 2018, before Notary Reymerick Aponte López, for Ana Teresa Figueroa (single), so that a purchase and sale is recorded in favor of Nomar André (**thus expressed**) Torres Laboy (single), for the sum of \$15,000.00. Pending recording.

REVISED:

Registry of State, Federal Embargoes, Judgments, electronic log book of the Karibe System, on December 2, 2019.

GNJ TITLE SEARCH PR

s/ Iris Hernandez  
Authorized Signature  
P.O.Box. 9285  
Plaza Carolina Sta.  
Carolina, P.R. 00983-9997

WARNING: The present report represents the information contained in the digitalized books of the Registry of the Property. The electronic log book (Karibe) is not an official book of the Registry, thus we are not responsible for errors or omissions in the entry and search of data in it.

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I, Juan E. Segarra, USCCI #06-067/translator, certify that the foregoing is a true and accurate translation, to the best of my abilities, of the document in Spanish which I have seen.